filed before removal of the stock or within a limited time, is reasonable and valid. *St. Louis & S. F. Ry. Co. v. Wynn,* 153 P. (Okla.) 1156; *St. Louis Southwestern Ry. Co. v. Burnett,* 174 S. W. (Ark.) 16; *Contra: Nashville, C., & St. L. Ry. Co. v. Hinds,* 60 So. (Ala. App.) 409. But such a stipulation is to be construed liberally in favor of the shipper. *Chicago R. I. & P. Ry. Co. v. Spears,* 31 Okla. 469. It usually does not prevent recovery for injury to stock which is evident on arrival at its destination, even though notice be not given, since the carrier has sufficient means of inspecting and notice would not benefit him. *Southern Ry. Co. v. Bacon,* 159 S. W. (Tenn.) 602; *Ray v. Mo. K. & T. Ry. Co.,* 90 Kan. 244. Nor is this provision held to apply to claims for damage from fall in market price or loss of market due to the carrier's delay, since inspection of the shipment is here immaterial. *Riddler v. Mo. Pac. Ry. Co.,* 184 Mo. App. 709; *Estes v. Denver & R. G. Ry. Co.,* 113 Pac. (Colo.) 1005; *Hayes v. Mo. K. & T. Ry.,* 84 Kan. 1. Even where the protection afforded the carrier is material, however, the right of the shipper to know and estimate the extent of his full loss is paramount. To this effect see *Eoff & Snapp v. Scullin,* 179 S. W. (Ark.) 663; *Burns v. Chicago, R. I. & P. Ry. Co.,* 132 S. W. (Mo. App.) 1; *Pierson v. Northern Pac. Ry. Co.,* 112 Pac. (Wash.) 509. In these cases it was held that the stipulation did not apply when the shipper could not discover the injury to his property or ascertain its extent within the limited time. The decision in the principal case is probably against the weight of authority.

C. B.

CONFLICT OF LAWS—SECONDARY CONTRACTUAL OBLIGATION—LAW GOVERNING.—LINDSAY V. COLLINGS, 182 S. W. (Tex.) 879.—In an action brought in Texas on a note made and payable in California, and secured by a mortgage on land there situated, *held,* that a California statute providing that a foreclosure of the mortgage shall bar any subsequent action on the note thus secured, is binding as a part of the law of the contract, and that a foreclosure of the mortgage may be pleaded in bar of the Texas suit. Higgins, J., *dissenting.*

"It is impossible to consider a contract separately from the remedy given by the law of (for?) its enforcement, because it is this that supplies it with legal validity. . . . It is a branch of its vital existence—the thing that gives it life. Without it the contract ceases to be. . . . The statute invoked provides an absolute defense in the state where the contract was made; therefore it must be so held in the state where the suit was brought." Prin. case, 881. The use of the word "remedy" in this connection is misleading, but it is clearly used to denote the secondary legal relations under the contract, and not matters of procedure, like statutes of limitation. See YALE LAW JOURNAL, Vol. XXV, p. 147.

C. R. W.

CONSTITUTIONAL LAW—POLICE POWER—CLASS LEGISLATION—DISCRIMINATION.—PEOPLE V. WEINER, 110 N. E. (Ill.) 870.—*Held,* that the Act of July 1, 1915, of the Illinois legislature which related to the use of second-hand materials in the manufacture of mattresses, quilts and bed com-

forters, but contained no similar provision regarding pillows, was discriminatory, and unconstitutional as class legislation.

The states by adopting the Fourteenth Amendment could not have intended to impose restraints on the exercise of their powers for the protection of the safety, health or morals of the community. *Mugler v. Kansas,* 123 U. S. 623; *Powell v. Pennsylvania,* 127 U. S. 678; *Minn. & St. L. R. R. Co. v. Beckwith,* 129 U. S. 26. The determination as to the proper exercise of the police power is not exclusively with the legislature but is subject to the supervision of the courts. *Lawton v. Steel,* 152 U. S. 133; *Atkin v. Kansas,* 191 U. S. 207. The legislature in carrying out an ordained purpose may classify, whenever the propriety in doing so appears to exist. *Chicago Ry. Co. v. R. R. Com.,* 173 Ind. 469; *Cotting v. Kansas City Stock Yards Co.,* 183 U. S. 79. The classification as a general rule must be based on some sound reason and must be applicable to all who are within the natural scope of its enactment. *Gulf Ry. Co. v. Ellis,* 165 U. S. 150; *State v. Pennoyer,* 65 N. H. 113; *State v. Gabroski,* 111 Iowa 496; *Barber v. Connolly,* 113 U. S. 31. However, having a reasonable basis, it need not operate with mathematical nicety. *Batchell v. Wilson,* 204 U. S. 36. A legislative classification may rest on narrow distinctions, and a discrimination is valid if not arbitrary in that it is outside of the wide discretion which the legislature may exercise. *Ozan Lumber Co. v. Union County Bank,* 207 U. S. 251. *Heath & Milligan Mfg. Co. v. Worst,* 207 U. S. 338 (distinction between mixed and paste paints); *German Alliance Ins. Co. v. Lewis,* 233 U. S. 389 (statute exempting farmers' mutual insurance companies from its operation). In the recent case of *Chang Sing et al. v. City of Astoria,* 155 Pac. 378, the supreme court of Oregon, on the other hand, declared a statute invalid as class legislation and discriminatory in which stores selling hardware, dry goods, and the like were regulated, but those selling tinware, crockery and tobacco were not included. So, as regards the principal case, it is difficult to ascertain on what reasonable ground, in the light of the authorities, the legislature could have drawn a valid distinction between the subjects included and those excluded from the operation of the act.

J. McD.

MASTER AND SERVANT—INJURIES TO THIRD PERSON CAUSED BY SERVANT—SCOPE OF EMPLOYMENT.—MANIACI V. INTERURBAN EXPRESS CO., 182 S. W. (Mo.) 981.—Where a consignee of goods, while signing a receipt, under protest, at request of agent of the Express Company, was shot by said agent suddenly and without just cause, *held,* that a declaration setting forth these facts states a cause of action, in that the agent was acting within the scope of his employment. Woodson, C. J., and Blair and Walker, JJ., *dissenting.*

A master is liable for the wilful or malicious acts of his servants where they are done in the course of his employment and within its scope, i. e., to promote the master's business. *Houston & T. Cent. Ry. Co. v. Bell,* 73 S. W. (Tex.) 56; *Peddie v. Gally,* 109 N. Y. App. Div. 178. On the other hand, the master is not liable where the servant is acting for personal reasons. *Brown v. Boston Ice Co.,* 178 Mass. 108;